

# **WHITLEY COUNTY**

## **PROPOSAL FOR 2007 NEW CONSTRUCTION**



**WILLIAM P. SCHULTZ  
5224 GEHRING LANE  
FORT WAYNE, INDIANA 46818  
260-760-9859**

**CONTRACT FOR TECHNICAL ASSISTANCE  
(20 07 NEW CONSTRUCTION)**

Effective as of the 20 day of February, 20 07, the undersigned County Assessor, Township Assessors and Trustee Assessors of Whitley County Indiana (hereafter, the "Assessors") and William P. Schultz with offices located at 5224 Gehring Lane Fort Wayne, In. 46818 (hereafter, the "Professional Appraiser"), enter into this Contract for Technical Assistance (hereafter, this "Contract"), acknowledging that:

A. The Assessors have determined that they should employ the Professional Appraiser as a technical advisor according to the provisions of I.C. 6-1.1-4-17 for purposes of assessments of newly constructed improvements that are required to be assessed in accordance with I.C. 6-1.1-4-12 for the March 1, 20 07 assessment date.

B. The Assessors have advertised for bids according to the provisions of I.C. 6-1.1-4-18.5 and fulfilled all other statutory conditions precedent to the employment of a technical advisor.

C. The Assessors wish to contract with the Professional Appraiser and the Professional Appraiser is willing to be contracted by the Assessors.

D. The Professional Appraiser is a "professional appraiser" as that term is defined in I.C. 6-1.1-4-17(c) and I.C. 6-1.1-31.7.

E. This Contract is subject to the provisions of 50 IAC 15, and Professional Appraiser will comply with the provisions of 50 IAC in connection with this Contract.

NOW THEREFORE, in consideration of the foregoing premises, and the mutual promises, covenants and obligations of the parties herein set forth, the Assessors and the Professional Appraiser agree as follows:

1. Incorporation of Recitals. The foregoing recitals are adopted by the parties as being true and accurate statements, and are hereby incorporated as binding representations of the parties.

2. Duties of Professional Appraiser.

2.01 The Professional Appraiser shall provide technical assistance to Assessors in connection with the assessment of newly constructed improvements that are required to be assessed in accordance with I.C. 6-1.1-4-12 for the March 1, 20 07 assessment

date ("Improvements"). The Professional Appraiser shall provide such assistance, as requested and assigned by the authorized designate of the Assessors, under the terms and provisions of this Contract, in accordance with and furtherance of all rules governing the assessment of real property promulgated by the Indiana Department of Local Government Finance (the "Department"), and all other applicable laws, statutes, ordinances, or administrative rules.

2.02 The Professional Appraiser shall, after proper request by the Assessors, collect all relevant property data and information necessary to establish the proper assessment of Improvements under I.C. 6-1.1-4, and recommend an appropriate assessed valuation for the Improvements. The Professional Appraiser shall gather all information that is needed to determine true tax values and assessed values for specified Improvements for the March 1, 20 07 assessment date. The Professional Appraiser shall make a preliminary determination of the true tax value and assessed value for the Improvements, all in accord with the statutes, rules, and the instructional bulletins or directives relating to the Improvements. The activities conducted by the Professional Appraiser shall be referred to herein as a "review".

2.03 The Assessors shall notify the Professional Appraiser of the Improvements which the Professional Appraiser is to review. The notification shall be in writing. With the notification, the Assessors shall provide, or make available to, the Professional Appraiser all information the Assessors have concerning each Improvement to be reviewed, including any information about geographic location of the property obtained from building permits, assessment registration notices under I.C. 6-1.1-5-15, or other comparable means. Notification shall be deemed to be given when mailed; or if not mailed, upon actual receipt of the notification.

2.04 The Improvements to be reviewed pursuant to this Contract are limited to the following class(es) of property: Residential, Agricultural, and Commercial, and Industrial as designated by the Assessors.

2.05 All direct assessment activities must be performed by a level two assessor-appraiser certified under I.C. 6-1.1-35.5. All work performed under this Contract must be either organized, supervised, or reviewed by a level two assessor-appraiser certified under I.C. 6-1.1-35.5. The Professional Appraiser shall assign to this project, by name, an Indiana level two certified assessor-appraiser with a minimum five (5) years experience and shall furnish a resume listing in detail the qualifications and experience of the assessor-appraiser so assigned.

2.06 The Professional Appraiser will not be responsible for the following duties:

2.06.01 Data Entry - The Assessors shall be responsible for data

entry of property information for residential, agricultural, commercial, and industrial parcels into the County's computer system utilizing County software and hardware.

2.06.02 Data Transmission - The Assessors shall be responsible for the transmission of such data to the Indiana Legislative Services Agency and/or the Indiana Department of Local Government Finance.

2.07 The Improvements to be reviewed shall be designated and submitted to the Professional Appraiser within Fifteen ( 15 ) days from the execution of this Contract.

2.08 As required by I.C. 6-1.1-4-19.5(b)(6), to the extent that the Professional Appraiser is involved with generating parcel characteristics and parcel assessment data pursuant to this Contract, the Professional Appraiser will generate such characteristics and data in a manner and format acceptable to the Indiana Legislative Services Agency and the Indiana Department of Local Government Finance. However, notwithstanding the foregoing, the parties have agreed that the Assessors shall be responsible for the entry of computer data and the transmission of such data to the Indiana Legislative Services Agency and/or the Indiana Department of Local Government Finance.

2.09 Professional Appraiser hereby acknowledges and agrees that, pursuant to Indiana Code 6-1.1-4-19.5(b)(7), the Indiana Department of Local Government Finance and the Indiana Legislative Services Agency shall have unrestricted access to the work product of Professional Appraiser under this Contract.

### 3. Consideration.

3.01 The Assessors shall pay the Professional Appraiser a fee of Twelve Thousand Five Hundred and 00/100 Dollars (\$ 12,500.00 ) for work performed by the Professional Appraiser under the terms of this Contract to include all residential, agricultural, commercial, and industrial parcels up to a maximum 500 parcels.

3.02 Unit prices for additional newly constructed improvements (as may be determined by the Assessors) over and above the 500 parcels are Twenty Five and 00/100 Dollars (\$ 25.00 ) per Parcel.

3.03 Professional Appraiser shall assist Assessors in the defense of any appeal filed under I.C. 6-1.1-15 regarding item(s) of assessment recommended by the Professional Appraiser for an additional fee as follows:  
Four Hundred Dollars (\$ 400.00 ) per day for attendance by Professional Appraiser or a qualified employee of Professional Appraiser at a hearing

scheduled before a reviewing body, with one half (1/2) of one (1) day (\$ 200.00 ) established as a minimum fee for such services.

4. Term of Contract.

4.01 The Assessors shall provide a final listing of parcels for the Professional Appraiser to review within Thirty ( 30 ) days from the execution of this Contract.

4.02 The Professional Appraiser shall commence work under this Contract within Thirty ( 30 ) days from the execution of this Contract.

4.03 The Professional Appraiser shall complete all work to be performed under this Contract (other than assistance required in regard to an appeal filed under I.C. 6-1.1-15) on or before July 1, 2007.

5. Professional Appraiser Certification; Contract Void on Revocation.

5.01 The Professional Appraiser must be certified as a "professional appraiser" under I.C. 6-1.1-31.7 in order to enter into this Contract. The Professional Appraiser represents and warrants that he is certified as a "professional appraiser" under I.C. 6-1.1-31.7 at the time of entering into this Contract. The Professional Appraiser shall take all steps necessary to remain certified as a "professional appraiser" under I.C. 6-1.1-31.7 throughout the term of this Contract.

5.02 In accordance with I.C. 6-1.1-31.7-4, this Contract is void and the Contractor may not receive additional funds under this Contract if the Professional Appraiser's certification as a "professional appraiser" under I.C. 6-1.1-31.7 is revoked, expires or otherwise terminates.

6. Contract Representative.

The Assessors shall designate a Contract Representative to serve as the primary contact person for each township and notify the Professional Appraiser of the designation. If no other person is designated as Contract Representative in accordance with the foregoing, the Contract Representative shall be the County Assessor.

7. Contract Reports and Monitoring.

The Professional Appraiser shall be required to provide written progress reports to the Assessors in a form reasonably prescribed by the Assessors. The reports must include the number of parcels being reviewed by the Professional Appraiser and the status of the work

being done. The Assessors may require additional information be included in the reports. The Professional Appraiser shall submit the reports to the Contract Representative each month on or before the last day of each month. The Assessors may at all times inspect the records of the Professional Appraiser to verify the progress and evaluate the quality of work performed. The Assessors may accompany the Professional Appraiser's personnel in their assigned duties to assure the Professional Appraiser's adherence with contractual specifications and approved procedures. The Professional Appraiser shall extend its full cooperation to the Contract Representative by providing access to all program related records, and by making personnel available upon request for the purpose of monitoring quality, performance and progress.

8. Time and Manner of Payment.

8.01 At the end of each month, the Professional Appraiser shall submit a claim for payment for work done under the Contract during that month. The amount of each monthly payment is subject to approval by the Contract Representative and full compliance with all other obligations under this Contract. Approval shall be based on the monthly progress reports submitted by the Professional Appraiser and on the Contract Representative's inspection of the Professional Appraiser's assessment records. Payment shall be made to the Professional Appraiser within thirty (30) days after approval by the Contract Representative.

8.02 If all work is not completed under this Contract by the completion date specified in this Contract, then all further payments will be suspended at that time until all work has been satisfactorily completed and approved by the Contract Representative and as otherwise required under this Contract. Payments of the suspended amount will be made to the Professional Appraiser within thirty (30) days after that approval by the Contract Representative.

9. Bond.

The Whitley County Board of Commissioners hereby waives the requirement for a bond.

10. Liquidated Damages.

Payments due under this Contract shall be reduced by the amount of \$100.00 per business day, for each business day that review by the Professional Appraiser remains incomplete after the completion date specified in this Contract.

11. Responsibilities.

The final determination of assessed value and true tax value is and shall remain the responsibility of the Assessors.

12. Non-Discrimination.

Pursuant to I.C. 22-9-1-10, the Professional Appraiser and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to the individual's hire, tenure, terms, conditions or privileges of employment, because of the individual's race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as material breach of Contract.

13. General Provisions.

13.01 This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understandings between the Assessors and the Professional Appraiser. No representation, promise, inducement, or statement of intentions has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement or statement of intention not so set forth.

13.02 No waiver, alteration, modification, or cancellation of any provision of this Contract shall be binding unless made in writing and signed by all those signing this Contract, or their successors in office. The failure of either party at any time to require performance of any provisions of this Contract shall not be considered a waiver and will in no manner affect the right at a later time to enforce that provision.

13.03 In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality of unenforceability shall not affect any other provisions contained in this Contract.

13.04 This Contract shall be subject to and interpreted in accordance with the law of the State of Indiana and suit, if any, shall be brought in Indiana courts.

13.05 This Contract shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives; provided, however, that this Contract is not binding upon a successor to the elected office of an undersigned Assessor without the successor's prior written consent; provided, further, that the rights, duties, and privileges of the Professional Appraiser under this Contract may not be transferred, sublicensed or assigned by it, either in whole or in part, without prior written consent of the Assessors.

14. Delays.

Whenever the Professional Appraiser or the Assessors have knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, they shall within thirty (30) days provide written notice of the delay to the other party by certified mail, return receipt requested, including all relevant information with respect to the actual or potential cause of the delay.

15. Termination.

15.01 The Assessors may terminate this Contract if, by a two-thirds (2/3rds) vote, they have determined that the Professional Appraiser has failed to make satisfactory progress toward performance. In such case, the Assessors will transmit a Notice of the Default and termination to the Professional Appraiser fifteen (15) days prior to the proposed termination date, and the Professional Appraiser shall be given fifteen (15) days in which to remedy the condition which caused the Termination Notice, or suffer termination.

15.02 The Professional Appraiser shall continue Contract performance to the extent not terminated under the provisions of the above paragraph and shall be compensated for its performance pursuant to an agreement of the parties.

15.03 In the event the Assessors terminate this Contract, in whole or in part as provided in this Section, the Assessors may procure, upon such terms and in such manner as they may deem appropriate, services similar to those so terminated, and the Professional Appraiser shall be liable to the Assessors for any excess costs for such similar services; provided, however, that the amount of the performance bond, if any, retained by the Assessors shall be deducted in determining the excess costs.

16. Appeals; Support of Values.

If an assessed value recommended by the Professional Appraiser is appealed to any reviewing body, the Professional Appraiser or its qualified employee or representative shall, if at least ten (10) days notice is given to the Professional Appraiser, appear at any hearing scheduled on the appeal of the parcel to explain its calculations. This duty of the Professional Appraiser to explain calculations shall not terminate until all appeals have been resolved.

17. Independent Contractor.

In the performance of this Contract, Professional Appraiser will be acting in an individual capacity and not as an agent, employee, partner, joint venturer or associate of the Assessors. The employees or agents of the Professional Appraiser shall not be deemed or construed to be the employees or agents of the Assessors for any purpose whatsoever.

18. Liability.



The Professional Appraiser agrees to indemnify, defend, and hold harmless the Assessors and their townships and Whitley County, and all agents, officers, officials and employees of those townships and Whitley County, from all claims and suits, including court costs, attorney's fees and other expenses, caused by any act or omission of the Professional Appraiser and/or its subcontractors, in connection with this Contract.

19. Subcontracting.

19.01 The Professional Appraiser must obtain the approval of the Assessors before subcontracting all or any portion of this Contract. This limitation shall not apply to the purchase of standard commercial supplies or raw materials.

19.02 If subcontractors are used, the Professional Appraiser is responsible for contract performance, compliance with the terms and conditions of the contract, and the requirements of federal and state equal opportunity and affirmative action statutes, rules and regulations.

20. Force Majeure.

Neither party shall be liable for delays or performance failures resulting from and caused by acts beyond the party's control. Such acts shall include acts of God, acts of war, epidemics, communication line failures, power failures, earthquakes, and other similar disasters. In every case the delays must be beyond the control and without the fault or negligence of the non-performing party.

21. Maintaining a Drug-Free Workplace.

21.01 Professional Appraiser hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Contract a drug-free workplace, and that it will give written notice to the Assessors within ten (10) days after receiving actual notice that an employee of the Professional Appraiser has been convicted of a criminal drug violation occurring in Professional Appraiser's workplace.

21.02 In addition to the provisions of the above, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Professional Appraiser further agrees that this Contract is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by Professional Appraiser in conjunction with this Contract and which is appended as an attachment to this Contract.

21.03 It is further expressly agreed that the failure of the Professional Appraiser to in good faith comply with the terms of the above, or falsifying or otherwise

violating the terms of the certification referenced above shall, constitute a material breach of this Contract, and shall entitle the Assessors to impose sanctions against Professional Appraiser including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of Professional Appraiser from doing further business with the County for up to three (3) years.

22. Confidential Nature of Appraisal Data.

The Professional Appraiser shall assure that no individual on the Professional Appraiser's staff shall disclose any appraisal information to any individual, firm, or corporation other than appropriate public officials and their authorized agents. Any data which is to be released shall be provided to the Assessors who shall provide for its release.

23. Supplies.

The Assessors shall create a copy of the existing property record cards for field work from the County's existing data base utilizing County software, hardware, and paper. The County shall attempt to compile the parcels in geographic order according to map numbers, including plat maps. The County shall be responsible for all state prescribed forms (Property Record cards, etc.). Form 11's including postage will be furnished and processed by the County and mailed by the Township Assessor of each Township.

24. Personnel Identification and Vehicle Registration.

All field personnel involved with the Contract shall carry identification cards which will include a photograph and the signature of the County Assessor. All automobiles used by field personnel shall be registered with the County Sheriff's office as well as with local police departments located within various cities and towns within the county. Such registration shall include license number, make, model, year, and color of vehicle. The Professional Appraiser shall also register all vehicles use by field personnel with the County Assessor's office.

25. Photographs.

The Professional Appraiser shall supply one digital photograph of all new primary buildings for each parcel of land classified as residential, agricultural, commercial, industrial, utility, and exempt properties. The photographs shall be identified with a number corresponding to the property record card parcel number.

26. Insurance and Worker's Compensation. The Professional Appraiser shall carry automobile, public liability and worker's compensation insurance in the amounts as follows:

<u>Type</u>	<u>Coverage</u>	<u>Amount</u>
Automobile	Bodily Injury	\$100,000 / \$300,000
Automobile	Property Damage	\$100,000
Public Liability		\$100,000 / \$300,000
Worker's Compensation		Statutory Requirements

A certificate from an insurance carrier authorized to do business within the State of Indiana shall be furnished to the Contract Representative attesting to the coverage stated above.

IN WITNESS WHEREOF, the parties have executed this Contract effective as of the date first written above.

PROFESSIONAL APPRAISER:

COUNTY:

Name of Company:

Angela S. Adams  
County Assessor

By its duly authorized officer / agent

Sign: William P. Schultz  
Print: William P. Schultz  
Office/Title: owner

CLEVELAND TOWNSHIP:

Robert D. King  
Township Trustee / Assessor

COLUMBIA TOWNSHIP:

Marilyn Dingle  
Township Assessor

WITNESSED:

Sign: Jennifer L. Stephenson  
Print: Jennifer L. Stephenson

ETNA-TROY TOWNSHIP:

Shyllis Wheeler  
Township Trustee / Assessor

JEFFERSON TOWNSHIP:

David K. Schulenburg  
Township Trustee / Assessor

RICHLAND TOWNSHIP:



Township Trustee / Assessor

SMITH TOWNSHIP:



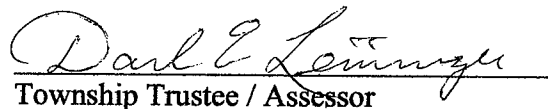
Township Trustee / Assessor

THORNCREEK TOWNSHIP:



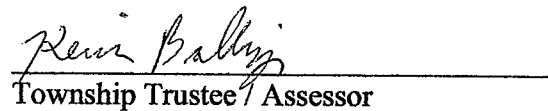
Township Trustee / Assessor

UNION TOWNSHIP:



Township Trustee / Assessor

WASHINGTON TOWNSHIP:



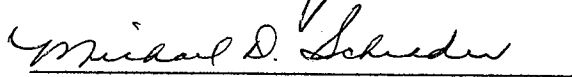
Township Trustee / Assessor

APPROVED:

Board of Commissioners of Whitley County,  
Indiana:



Commissioner



Commissioner



Commissioner